

UNITED STATES BANKRUPTCY  
COURT  
DISTRICT OF NEW JERSEY

Caption in compliance with D.N.J. LBR 9004-2(c)

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**In Re:**

**STEVEN KIRKER,**  
**Debtor**

Case No.: 19-10367-RG

Judge: Rosemary Gambardella



Order Filed on June 2, 2020  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**ORDER SUBMITTED UNDER 7-DAY RULE  
MODIFYING STAY AS TO MOTOR VEHICLE  
2013 FORD MUSTANG COUPE 2D V6**

The relief set forth on the following pages, number two (2) through four (4) is hereby  
**ORDERED.**

**DATED: June 2, 2020**

A handwritten signature in cursive script that reads "Rosemary Gambardella".  
\_\_\_\_\_  
Honorable Rosemary Gambardella  
United States Bankruptcy Judge

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Debtor: Steven Kirker  
Case No.: 19-10367-RG  
Caption of Order: Order Modifying Stay as To Personal Property

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1. The 11 U.S.C. § 362(a) Stay as to Capital One Auto Finance, a division of Capital One, N.A., its successors and/or assigns (“Movant”), with respect to the personal property of the Debtor described as a 2013 FORD Mustang Coupe 2D V6, V.I.N. 1ZVBP8AM7D5241659, in accordance with the agreement of the Debtor and Movant, is hereby modified and shall remain in effect PROVIDED THAT Debtor complies with the following terms and conditions:

(a) To cure the remaining post-petition arrearage currently ripe, due and owing to Movant, Debtor agrees to:

(i) Make a direct payment of \$780.82 by March 23, 2020 to the Movant, representing \$390.41 in post-petition arrears plus \$390.41 for the March 2020 regular monthly payment; and

(b) Debtor will resume making all future regular monthly installment payments of \$390.41 (subject to changes for taxes, insurance costs and late fees, if any) beginning on April 23, 2020, 2020; Debtor will timely make each payment in accordance with the terms and conditions of the loan document between Debtor and Movant.

2. Debtor will remain current on all payments ripe, due and owing under the terms of the Chapter 13 Plan. Debtor will pay Movant as an administrative expense through the Chapter 13 Plan the sum of \$306.00 for attorney’s fees and costs.

3. The term “payment” as set forth in Paragraph 1, *supra*, does not include a check that is returned due to insufficient funds, account closed or is otherwise not capable of negotiation for any other reason.

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Debtor: Steven Kirker  
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4. Debtor will be in default under the Order in the event that Debtor fails to comply with the payment terms and conditions set forth in Paragraph 1, *supra*. If Debtor fails to cure the default within thirty (30) days from the date of default, Movant may apply on five days' notice to Debtor and counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Movant to exercise any rights under the loan documents with respect to the motor vehicle including, but not limited to, initiating and completing a sale of the motor vehicle without regard to any future conversion of this matter to a different form of bankruptcy.

5. In the event Debtor converts to a bankruptcy under any Chapter other than Chapter 13 of the Bankruptcy Code, then Debtor shall pay all pre-petition arrears and post-petition arrears due and owing within fifteen (15) days from the date the case is converted from Chapter 13 to any other Chapter. If Debtor fails to make payments in accordance with this paragraph, then Movant, through counsel, may file a Certification of Default setting forth said failure and Movant shall be granted immediate relief from the automatic stay provisions of Section 362 of the Bankruptcy Code (11 U.S.C. §§ 362) and the Movant is then permitted to exercise any rights under the loan documents with respect to the motor vehicle including, but not limited to, initiating and completing a sale of the motor vehicle.

6. The failure of Movant to issue a notice of default will not be construed or act as a waiver of any of the rights of Movant under the Order.

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Debtor: Steven Kirker

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Caption of Order: Order Modifying Stay as To Personal Property

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7. Debtor waives the fourteen (14) day stay provided under Rule 4001(a)(3), F.R.B.P.

## Certificate of Notice Page 5 of 5

United States Bankruptcy Court  
District of New JerseyIn re:  
Steven Kirker  
DebtorCase No. 19-10367-RG  
Chapter 13**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin  
Form ID: pdf903Page 1 of 1  
Total Noticed: 1

Date Rcvd: Jun 02, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 04, 2020.

db +Steven Kirker, 104 Prospect Street, Nutley, NJ 07110-3143

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.****Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jun 04, 2020

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 2, 2020 at the address(es) listed below:

Adrian Johnson on behalf of Debtor Steven Kirker evanf@diazlawnow.com  
 Benjamin A. Stanziale, Jr. on behalf of Creditor Advanced Dental Aesthetics  
 ben@stanzialelaw.com  
 Denise E. Carlon on behalf of Creditor Bayview Loan Servicing, LLC, as servicer for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2007-22) dcarlon@kmlawgroup.com, bkggroup@kmlawgroup.com  
 Elizabeth L. Wassall on behalf of Creditor The Bank of New York Mellon FKA The Bank of New York, as Trustee (CWALT 2007-22) ewassall@logs.com, njbankruptcynotifications@logs.com  
 Gavin Stewart on behalf of Creditor Capital One Auto Finance, a division of Capital One, N.A. bk@stewartlegalgroup.com  
 Jason Brett Schwartz on behalf of Creditor Capital One Auto Finance, a division of Capital One, N.A. jschwartz@mesterschwartz.com  
 Jill Manzo on behalf of Creditor Bayview Loan Servicing, LLC, as servicer for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2007-22) bankruptcy@feinsuch.com  
 Jill Manzo on behalf of Creditor Shellpoint Mortgage Servicing as servicer for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-22, MORTGAGE PASS bankruptcy@feinsuch.com  
 Marie-Ann Greenberg magecf@magtrustee.com  
 Rebecca Ann Solarz on behalf of Creditor The Bank of New York Mellon FKA The Bank of New York, as Trustee (CWALT 2007-22) rsolarz@kmlawgroup.com  
 U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 11